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July 8, 2009

BY ECF and HAND DELIVERY

The Honorable Sandra L. Townes
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Freddy Moody v. City of New York, et al., 08-CV-2587 (SLT)(VVP)

Your Honor:

I am an Assistant Corporation Counsel in the office of Michael A. Cardozo, Corporation Counsel of the City of New York, representing defendants City of New York, Kelly, Talvy, Tillotson and Acconi in the above-referenced matter in which plaintiff alleges, *inter alia*, that he was subjected to excessive force in violation of his constitutional rights. As the parties informed the Court on or about June 24, 2009, the parties have reached an agreement to settle this matter. Enclosed herein please find a fully executed Stipulation of Settlement and Order of Dismissal for Your Honor's endorsement and filing with the Clerk of the Court.

Thank you for your consideration herein.

Respectfully submitted,

/s/

Elizabeth M. Daitz
Assistant Corporation Counsel

cc: Nicole Bellina, Esq. (via ECF)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
FREDDY MOODY,

Plaintiff,

-against-

**STIPULATION OF
SETTLEMENT AND ORDER
OF DISMISSAL**

THE CITY OF NEW YORK, POLICE COMMISSIONER
RAYMOND W. KELLY, DEPUTY INSPECTOR JAMES
O'CONNELL, SERGEANT STEVEN TALVY, POLICE
OFFICER JOSEPH TILLOTSON, POLICE OFFICER
JOHN ACCONI, JOHN DOE POLICE OFFICERS 1-5,

08-CV-2587 (SLT)(VVP)

Defendants.
----- X

WHEREAS, plaintiff commenced this action by filing a complaint on or about June 27, 2008, alleging that defendants violated plaintiff's federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff FREDDY MOODY a/k/a FREDDY MARTINEZ Forty-Five Thousand (\$45,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants

and any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant

proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

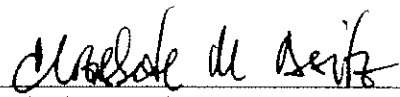
Dated: New York, New York
June 24, 2009

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Attorneys for Plaintiff
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By: 

Nicole Bellina, Esq.
Attorney for Plaintiff

By: 

Elizabeth M. Daitz
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J.